

TRANSFERABLE ONLY WITH THE CONSENT OF THE SECRETARY OF THE INTERIOR.

COAL AND ASPHALT MINING LEASE, CHEROKEE NATION.

(Sec. 72, Act of July 1, 1902, 32 Stat. 716, 726)

(write all names and addresses in full)

THIS INDENTURE OF LEASE made and entered into in quadruplicate, on this 3d, day of September A. D., 1904, by and between Winfield Williams, Guardian of Willie J. Williams, a minor of Dawson, I. T. party of the first part, and Alex S. Lewis and Stephen R. Lewis of Dawson, I. T., parties of the second part, under and in pursuance of the provisions of Section 72 of the Act of Congress approved July 1, 1902, and ratified by majority vote of the legal voters of the Cherokee Nation on August 7, 1902, and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases in the Cherokee Nation.

WITNESSETH: That the party of the first part, for and in consideration of the royalties covenants, stipulations and conditions hereinafter contained and hereby agreed to be paid, observed and performed by the parties of the second part, their heirs, executors, administrators or assigns, does hereby demise, grant and let unto the parties of the second part, their heirs, executors, administrators or assigns the following described tract of land lying and being within the Cherokee Nation and within the Indian Territory, to-wit:

The SW. $\frac{1}{4}$ of NW. $\frac{1}{4}$ of Section 27 of Township 20 N. of range 13 East of the Indian Meridian and containing 40 acres, more or less, for the full term of eight years and six months from the date hereof, for the sole purpose of prospecting for and mining coal and asphalt; the parties of the second part to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, storing and removing such coal and asphalt.

In consideration of the premises the parties of the second part hereby agree and bind themselves, their heirs, executors, administrators or assigns, to pay or cause to be paid, to the party of the first part, as royalties the sum of money as follows, to-wit:

On asphaltum the sum of ten cents per ton for each and every ton of crude asphalt produced weighing 2,000 pounds, or the sum of sixty cents per ton on refined asphalt. On the production of all coal mined under this lease, the sum of eight cents per ton of 2,000 pounds on mine-run, or coal as it is taken from the mines, including what is commonly called slack.

And the parties of the second part further agree and bind themselves, their heirs, executors, administrators and assigns, to pay or cause to be paid to the lessor, as advance annual royalty on this lease, the sums of money as follows: to-wit: Fifteen cents per acre per annum, in advance, for the first and second years; Thirty cents per acre per annum, in advance for the third and fourth years; and seventy five cents per acre per annum in advance for the fifth and each succeeding year thereafter of the term for which this lease is to run; it being understood and agreed that said sums of money so paid shall be a credit on the stipulated royalties should the same exceed such sums paid as advance annual royalty, and further, that should the parties of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable, then this lease shall, at the option of the lessor, be null and void, and all royalties paid in advance shall become the money and property of the lessor.

All royalty accruing for any month shall be due and payable on or before the 25th day of the month succeeding.

It is agreed by the parties hereto that the land described herein shall not be held by the parties of the second part for speculative purposes, but in good faith for mining the minerals specified, and a failure for one year by the parties of the second part to do a reasonable amount of development work or mining shall be held as a want of compliance with the